AFINE

CLIENT INFORMATION

Client information under FinSA

Information on the financial service provider, its services, risks and costs, and the ombudsman, in accordance with Art. 8 and 9 FinSA.

This brochure summarises what you should know about afine before a service begins. It is available for download at afine.ch; on request, we will also send it to you on paper.

The Financial Services Act (FinSA) has been in force since 1 January 2020. It protects the clients of financial service providers and sets out how providers must conduct themselves and what they must disclose. This brochure supplements the contract between afine and you; where they differ, the contract prevails.

01 ABOUT AFINE

afine GmbH, a limited liability company under Swiss law
Hintere Bahnhofstrasse 32, 5000 Aarau, Switzerland
Email: info@afine.ch · Web: afine.ch

Registered in the commercial register of the Canton of Aargau, UID CHE-448.719.936.

02 SUPERVISION AND REGISTER

The client adviser En C. Lien is entered in the Swiss register of client advisers under the Financial Services Act (FinSA), no. EL92921. The register is kept by BX Swiss / RegServices, a registration body authorised by the Swiss Financial Market Supervisory Authority (FINMA).

afine GmbH is not subject to prudential supervision by FINMA. It holds professional indemnity insurance under Art. 28 para. 2 FinSA and is affiliated with an ombudsman (section 9).

03 SERVICES

afine provides two financial services. Each client uses one of them.

Investment advice (afine advisory)

Personal advice on investments, financing and protection. Before any recommendation, your knowledge and experience and, where the advice takes your portfolio into account, your financial circumstances and investment objectives are established, and appropriateness or suitability is assessed (Art. 10–12 FinSA). You make the investment decisions yourself; afine does not manage assets and has no access to your accounts.

Reception and transmission of orders (afine systematic)

You specify an investment strategy with fixed rules; afine implements these rules as an algorithm and transmits the resulting orders via an application programming interface (API) to your account with a bank or broker of your choice, where they are executed. afine does not propose or select strategies and exercises no discretion. You determine all parameters, including any limits.

The entire infrastructure, from the operating system to order transmission, is built in-house by afine and runs on Swiss cloud servers in Zurich.

Your assets remain in your own account at all times. You grant access via the interface yourself and can withdraw it at any time, immediately and without any action by afine.

This is a service without advice (execution-only): no appropriateness or suitability assessment is carried out (Art. 13 para. 1 FinSA). You make your trading decisions on your own responsibility. You are informed of this through this brochure before the service is provided (Art. 13 para. 2 FinSA); the notice is not repeated for each individual order.

04 CLIENT SEGMENTATION

Before any service, you are assigned to a client segment: retail, professional or institutional client (Art. 4 FinSA). afine generally treats its clients as retail clients, who enjoy the highest level of protection. High-net-worth retail clients may, subject to Art. 5 FinSA, declare in writing that they wish to be treated as professional clients (opting-out); this reduces the statutory level of protection. afine informs you of the consequences in advance.

05

RISKS

Trading in financial instruments involves risks that can be considerable depending on the instrument. Losses up to the total loss of the capital invested are possible; with leveraged instruments, losses can exceed the capital invested. The general risks are described in the Swiss Bankers Association brochure “Risks Involved in Trading Financial Instruments”, which we will gladly send you.

Automated strategies carry additional risks:

- Technical failures or delays affecting servers, networks, exchanges or the interfaces of the bank or broker.
- Deviations in execution, for example with price gaps, low liquidity or trading halts.
- The strategy trades as you have defined it, even when market conditions change.
- Historical tests (backtests) are based on past or simulated data and are hypothetical. Live results can differ substantially; past results are not a reliable indicator of future results.

06

COSTS

Fees are agreed in writing before the service begins.

- Investment advice: the fee reflects the effort and complexity of the mandate. Depending on the mandate, a success-based component may be agreed, measured against a clearly defined result.
- Algorithmic implementation: a one-off fee for developing the algorithm and a monthly fee for operation, monitoring and infrastructure.

afine charges no other costs. Costs of your bank or broker (e.g. brokerage, spreads, custody fees, duties) are settled directly between you and the bank or broker and are not part of afine’s fee.

07

CONFLICTS OF INTEREST

afine is engaged and paid exclusively by you and acts solely in your interest. afine offers no financial instruments of its own, holds no assets or client funds and has no economic ties to banks, brokers or product providers. afine accepts no remuneration from third parties, whether retrocessions, kick-backs, rebates or any other compensation (Art. 26 FinSA).

A success-based fee component may create an incentive to favour a particular outcome. afine addresses this by setting the basis and amount in writing in advance and tying them to an objectively verifiable result. The decisions always remain yours.

08

MARKET OFFER CONSIDERED

In investment advice, afine considers the generally available market offer of financial instruments. afine is not tied to any provider and receives no remuneration from any provider.

09

OMBUDSMAN

We are glad to resolve any concern directly with you first. If this is not possible to your satisfaction, you may turn to the mediation procedure of the ombudsman with which afine is affiliated. It is recognised by the Federal Department of Finance (Art. 77 and 84 FinSA) and mediates independently.

Finanzombudsstelle Schweiz (FINOS), the independent Swiss ombudsman
Freigutstrasse 8, 8002 Zurich
Phone +41 44 552 08 00 · info@finos.ch · www.finos.ch

10

DATA PROTECTION

afine processes personal data in accordance with the Swiss Federal Act on Data Protection (FADP). Website, email and the execution system run on Swiss cloud servers in Zurich; data is stored in Switzerland. Details are set out in the privacy notice at afine.ch; for information, write to info@afine.ch.

This brochure is updated when changes occur. The version published at afine.ch applies.